

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

HEALTH COALITION, INC.,)

Plaintiff,)

v.)

NEW ENGLAND ALLERGY ASTHMA)
IMMUNOLOGY & PRIMARY CARE,)
P.C. and THOMAS F. JOHNSON,)
Individually)

Defendants.)

05 11816 NMG
Civil Action No.

RECEIPT #	66660
AMOUNT \$	250.00
SUMMONS ISSUED	2
LOCAL RULE 4.1	-
WAIVER FORM	-
MCF ISSUED	-
BY DPTY. CLK.	M.S.
DATE	9/6/05

COMPLAINT

Plaintiff, Health Coalition, Inc. ("HCI"), by and through its undersigned counsel, brings this action against Defendants, New England Allergy Asthma Immunology & Primary Care, P.C. ("New England Allergy") and Thomas F. Johnson ("Johnson"), and alleges:

MAGISTRATE JUDGE JGD**Parties, Jurisdiction, and Venue**

1. This is an action for damages in excess of \$75,000.00, exclusive of interest, costs and attorneys' fees.

2. Plaintiff, HCI, is a Florida corporation with its principal place of business in Miami-Dade County, Florida. HCI's business consists primarily of the wholesale distribution of blood derivative products to physicians and medical facilities.

3. Defendant, New England Allergy, is a Massachusetts professional corporation organized and existing under the laws of the Commonwealth of Massachusetts with its principal place of business at 555 Turnpike Street, Ste. 31, North Andover, Massachusetts 01845.

4. Defendant Johnson, is a licensed physician practicing medicine in Massachusetts and serves as a director and president of New England Allergy, a Massachusetts professional corporation. Upon information and belief, Johnson is an individual who is a resident and citizen of the State of New Hampshire and is domiciled at 34 Samoset Dr., Salem, New Hampshire 03079-1532.

5. Jurisdiction is conferred on this Court by 28 U.S.C § 1332 in that the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, in is between citizens of different states.

6. Venue is proper in the District of Massachusetts under 28 U.S.C. § 1391(a)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this District.

General Allegations

7. In or around April 2001, New England Allergy entered into discussions with HCI concerning the purchase and sale of blood derivative products.

8. In connection therewith, and in order to obtain a credit line from HCI, Johnson, on behalf of New England Allergy and in his individual capacity as a guarantor, executed a Sales Agreement with agreed-upon terms and conditions, a true and accurate copy of which is attached hereto as Exhibit A.

9. Thereafter, throughout 2001 through 2004, HCI sold and shipped to New England Allergy large quantities of blood derivative products ("Products").

10. HCI rendered an invoice statement to New England Allergy for each such transaction. New England Allergy did not object to any of these invoice statements either at the time each invoice was rendered or thereafter.

11. By its actions, New England Allergy became subject to the terms and conditions set forth on the front and the back of the invoice statements.

12. The terms and conditions provided among other things that a finance charge of 1 ½% per month (18% per annum), or the maximum rate allowed by law if lower than 18% per annum, will be assessed on all past due invoices and a buyer shall be responsible for reasonable attorneys fees and all costs and expenses for collection when HCI takes action to collect sums due under the invoice statements.

13. New England Allergy failed on a number of occasions to make payment for the Products supplied under the terms of the invoices including the invoices rendered on the dates and in the amounts contained on the attached invoice report, a true and accurate copy of which is attached hereto as Exhibit B. New England Allergy accepted each delivery of Products without complaint and made no attempt to return such Products either at the time of delivery or thereafter.

14. Under information and belief, New England Allergy has knowingly and intentionally engaged in a pattern of conduct to avoid payment and to obtain significant financial concessions from HCI, including, without limitation, the ability to make payments by credit card and the waiver of finance charges.

15. New England Allergy owes HCI \$846,696.39 on the account, which amount is past due with interest.

COUNT I
Breach of Contract
(Against New England Allergy)

16. HCI incorporates and realleges, as if fully set forth herein, the allegations contained in paragraphs 1 through 15, inclusive, of this Complaint.

17. HCI has fulfilled all of its obligations under the contract.

18. New England Allergy's willful and intentional refusal to pay the agreed-upon price constitutes a material breach of the parties' agreements.

19. As a direct and proximate result of New England Allergy's breach, HCI has suffered damages in the amount of at least \$846,696.39 plus interest, costs, and reasonable attorneys' fees as shown on the invoice report, a true and accurate copy of which is attached hereto as Exhibit B.

COUNT II
Goods Sold and Delivered
(Against New England Allergy)

20. HCI incorporates and realleges, as if fully set forth herein, the allegations contained in paragraphs 1 through 19, inclusive, of this Complaint.

21. Pursuant to New England Allergy's orders and as documented in the invoice statements, HCI delivered all Products ordered by New England Allergy.

22. New England Allergy has failed to pay HCI for the Products delivered ordered by, and accepted by it, as documented in the invoice statements.

23. New England Allergy owes HCI no less than \$846,696.39 for goods sold and delivered to the defendant.

COUNT III
Account Stated
(Against New England Allergy)

24. HCI incorporates and realleges, as if fully set forth herein, the allegations contained in paragraphs 1 through 23, inclusive, of this Complaint.

25. Before the institution of this action, HCI and New England Allergy had business transactions between them and, on the dates contained on Exhibit B to this Complaint, they agreed to the resulting balance.

26. HCI rendered an invoice statement to New England Allergy for each such transaction. New England Allergy did not object to any of these invoice statements.

27. New England Allergy owes HCI \$846,696.39 on the account, which is due with interest.

COUNT IV
Breach of Implied Covenant of Good Faith and Fair Dealing
(Against New England Allergy)

28. HCI incorporates and realleges, as if fully set forth herein, the allegations contained in paragraphs 1 through 27, inclusive, of this Complaint.

29. New England Allergy's willful and intentional failure and refusal to make payment under the terms of the invoices for the Products supplied constitute breaches of the covenant of good faith and fair dealing implied in every contract under Massachusetts law.

30. As a direct and proximate result of New England Allergy's breach, HCI has suffered damages in the amount of at least \$846,696.39 plus interest, costs, and reasonable attorneys' fees.

COUNT V
Violation of Mass. Gen. L. c. 93A
(Against New England Allergy)

31. HCI incorporates and realleges, as if fully set forth herein, the allegations contained in paragraphs 1 through 30, inclusive, of this Complaint.

32. HCI is an entity engaged in a trade or business within the meaning of M.G.L c. 93A.

33. New England Allergy is an entity engaged in a trade or business within the meaning of M.G.L. c. 93A.

34. New England's conduct described herein constitutes unfair and deceptive acts or practices in violation of M.G.L. c. 93A.

35. As a result of New England Allergy's use or employment of unfair and deceptive acts and practices, HCI has suffered and continues to suffer loss of money or property.

36. New England Allergy's wrongful conduct, including, without limitation, its attempt to extort from HCI monies to which it is not entitled was willful and intentional in violation of M.G.L. c. 93A.

37. Accordingly, HCI is entitled to recover multiple damages, plus reasonable attorneys' fees and costs of collection.

COUNT VI – BREACH OF GUARANTY AGREEMENT
(Against Johnson)

38. HCI incorporates and realleges, as if fully set forth herein, the allegations contained in paragraphs 1 through 37, inclusive, of this Complaint.

39. In connection with the business transactions between New England Allergy and HCI, Johnson executed and delivered to HCI an unconditional personal guaranty (the "Guaranty") in which he unconditionally and irrevocably guaranteed the debts, obligations, and liabilities of New England Allergy to HCI. A true and accurate copy of the Guaranty is attached hereto as Exhibit A.

40. New England Allergy owes HCI monies that are past due as more fully alleged in Counts I through VI, above.

41. Pursuant to the Guaranty, Johnson owes HCI all amounts for which New England Allergy is and may become liable, including, without limitation, the \$846,696.39 that is due, as

shown on the invoice report, attached hereto to as Exhibit B, plus interest, costs and attorneys' fees.

WHEREFORE, the plaintiff Health Coalition, Inc. respectfully requests that this Court:

1. Enter judgment in favor of HCI on all counts of this Complaint;
2. Award HCI its damages incurred as a result of the defendants' actions, including multiple damages and attorneys' fees pursuant to M.G.L. c. 93A;
4. Award HCI its costs, including attorneys' fees and interest incurred in this action; and,
5. Award HCI such other and further relief as the Court deems just and proper.

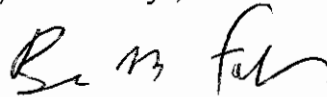
JURY DEMAND

Plaintiff Health Coalition, Inc. hereby demands a jury trial as to all issues so triable.

Respectfully submitted,

HEALTH COALITION, INC.,

By its attorneys,



Brian M. Forbes (BBO# 644787)

bforbes@kling.com

Stacey L. Gorman (BBO# 655147)

sgorman@kling.com

KIRKPATRICK & LOCKHART

NICHOLSON GRAHAM LLP

75 State Street

Boston, MA 02109

Tele: (617) 261-3100

Fax: (617) 261-3175

Dated: September 6, 2005

HEALTH COALITION

FIRM NAME		New England Allergy; Asthma, Internal Med. Dr. Thomas Johnson		TELEPHONE	978-683-4299
ADDRESS		CITY	STATE	ZIP	
555 Turnpike Rd.		N. Andover,	MA	01845	
NAME OF PARENT COMPANY, IF SUBSIDIARY/DIVISION					
ADDRESS		CITY	STATE	ZIP	
<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETOR				HOW LONG IN PRESENT BUSINESS	
FORMER BUSINESS				26 years	
DEA REG.		STATE LICENSE #	STATE TAX ID.		
AJ6578720		36670	04-2699646		
PROPRIETOR, PARTNERS OR OFFICERS					
NAME		HOME ADDRESS			
NAME		HOME ADDRESS			
TRADE REFERENCES (PREFERABLY U.S. FIRMS YOU HAVE CREDIT WITH)					
NAME AND ADDRESS		CITY	STATE	ZIP	TELEPHONE
Cenon (Adventis)		1020 First Ave.	PA	19406-1310	800-394-1290
NAME AND ADDRESS		CITY	STATE	ZIP	TELEPHONE
Bauer Corp. 400 Morgan Lane		West Haven, CT.	06516	978-459-6101	
NAME AND ADDRESS		CITY	STATE	ZIP	TELEPHONE
Holmed Co		LOWELL, MA.	01454		
WHERE DO YOU BANK?		TELEPHONE			
First Mass		P.O. Box 1377	Lewiston, ME	04243	
BRANCH	ACCOUNT NUMBER	ACCOUNT TYPE			
Andover	55904796	<input type="checkbox"/> COMMERCIAL <input type="checkbox"/> SAVINGS <input type="checkbox"/> OTHER			
BANK LOANS					
N/A					
LIST ANY ASSETS BEING USED AS SECURITY					
N/A					

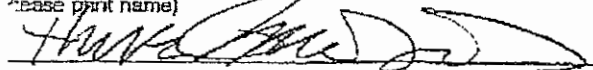
WILL CASH IN ADVANCE SHIPMENTS BE ACCEPTABLE UNTIL CREDIT IS APPROVED? ☐ YES ☐ NO

PAYMENT TERMS: NET 15

THE UNDERSIGNED, ON BEHALF OF THE APPLICANT, HEREBY AUTHORIZE(S) HEALTH COALITION, INC., TO CONTACT THE ABOVE SCHEDULED TRADE AND BANKING REFERENCES AND TO OBTAIN ANY OTHER INFORMATION RELATED TO THE STATEMENTS SET FORTH IN THIS APPLICATION WHICH ARE TRUE AND CORRECT. BY EXECUTING AND SUBMITTING THIS APPLICATION THE UNDERSIGNED, IN CONSIDERATION OF AND IN ORDER TO INDUCE HEALTH COALITION TO ESTABLISH A LINE OF CREDIT, PROMISE AND AGREE TO PAY FOR ALL PURCHASES ACCORDING TO HEALTH COALITION'S TERMS OF SALE. IF AT ANY TIME, FOR ANY REASON, THE APPLICANT FAILS TO PAY FOR SAID PURCHASES WHEN DUE, IT AGREES TO BEAR ALL OF THE COSTS OF COLLECTION INCLUDING INTEREST AT THE HIGHEST RATE PERMITTED BY LAW, ATTORNEY'S FEES AND COURT COST. THE UNDERSIGNED PROPRIETOR(S), PARTNER(S) AND/OR OFFICER(S) OF THE APPLICANT, New England Allergy; Asthma, Internal Med. Dr. Thomas Johnson, HEREBY AGREE TO PERSONALLY GUARANTEE AND ASSUME ALL OF THE OBLIGATIONS AND RESPONSIBILITIES FOR ANY AND ALL DEBTS THAT THE APPLICANT SHALL INCUR INCLUDING INTEREST, ATTORNEY'S FEES AND COURT COSTS IN CONNECTION WITH THE APPLICANT'S PURCHASES FROM HEALTH COALITION COMMENCING ON 4-3-01 UNTIL SUCH TIME AS HEALTH COALITION ACKNOWLEDGES, IN WRITING, THE TERMINATION OF SAID PERSONAL RESPONSIBILITY. THE UNDERSIGNED HEREBY AGREE(S) TO NOTIFY HEALTH COALITION OF ANY CHANGES IN OWNERSHIP AND FURTHER STATE(S) THAT THE FINANCIAL CONDITION OF THE APPLICANT IS SATISFACTORY TO MEET ALL OF ITS FINANCIAL OBLIGATIONS.

SIGNATURE
Physician
and individually as a guarantor
(Please state title)

Dr. Thomas Johnson
(Please print name)



SIGNATURE
and individually as a guarantor
(Please state title)

(Please print name)

Date



STATEMENT OF ACCOUNT

Page 1

Health Coalition, Inc.
 255 Alhambra Circle
 Suite 900
 Coral Gables, FL 33134-7400 USA
 Telephone 305/662-2988

Statement Date	Account No.
06/15/05	THOMJO

Bill To :

New England Allergy & Immunology
 Accounts Payable Dep
 555 Turnpike Street, Suite 31
 North Andover, MA 01845
 USA

Check No. _____

Date Paid _____

Amount _____

Transaction Date	Due Date	Invoice Number	Description	Amount	Balance
10/31/03	01/29/04	108644	Finance Charge	113.74	113.74
01/31/04	04/30/04	110730	Finance Charge	556.23	556.23
02/29/04	05/29/04	111332	Finance Charge	1,927.46	1,927.46
03/31/04	06/29/04	112322	Finance Charge	906.92	906.92
04/30/04	07/29/04	113007	Finance Charge	321.73	321.73
05/31/04	08/29/04	113626	Finance Charge	3,729.19	3,729.19
06/30/04	09/28/04	114287	Finance Charge	1,143.40	1,143.40
07/31/04	10/29/04	114953	Finance Charge	2,732.31	2,732.31
08/31/04	11/29/04	115653	Finance Charge	1,280.96	1,280.96
09/30/04	12/29/04	116306	Finance Charge	2,251.13	2,251.13
10/25/04	01/23/05	116738	Consignment	175,983.00	158,722.54
10/31/04	01/29/05	116924	Finance Charge	955.40	955.40
11/01/04	01/30/05	116945	110104	124.11	97.76
11/19/04	02/17/05	117309	111904	308.68	308.68
11/26/04	02/24/05	117404	112604	173,712.00	173,712.00

Your prompt payment will avoid a finance charge of 1.5% per month

*** (Continued) ***

Please detach and return with payment

New England Allergy & Immunology
 555 Turnpike Street, Suite 31
 North Andover, MA 01845
 USA

Amount Enclosed

Remit To:

Health Coalition, Inc.
 P.O. Box 60408
 Charlotte, NC 28260-0408

Statement Date	Account No.	
06/15/05	THOMJO	
Invoice No.	Balance	X
108644	113.74	
110730	556.23	
111332	1,927.46	
112322	906.92	
113007	321.73	
113626	3,729.19	
114287	1,143.40	
114953	2,732.31	
115653	1,280.96	
116306	2,251.13	
116738	158,722.54	
116924	955.40	
116945	97.76	
117309	308.68	
117404	173,712.00	

EXHIBIT "B"



STATEMENT OF ACCOUNT

Page 2

Health Coalition, Inc.
255 Alhambra Circle
Suite 900
Coral Gables, FL 33134-7400 USA
Telephone 305/662-2988

Statement Date	Account No.
06/15/05	THOMJO

Bill To :

New England Allergy & Immunology
Accounts Payable Dep
555 Turnpike Street, Suite 31
North Andover, MA 01845
USA

Check No. _____

Date Paid _____

Amount _____

Transaction Date	Due Date	Invoice Number	Description	Amount	Balance	
11/30/04	02/28/05	117460	113004	22,002.97	22,002.97	
11/30/04	02/28/05	117535	Finance Charge	5,758.56	5,758.56	
12/31/04	03/31/05	118179	Finance Charge	2,765.54	2,765.54	
01/03/05	04/03/05	118375	010305	561.60	561.60	
01/17/05	04/17/05	118491	011705	556.48	556.48	
01/28/05	04/28/05	118706	Consignment	159,775.00	159,775.00	
01/28/05	04/28/05	118708	Consignment	275,000.00	275,000.00	
01/31/05	05/01/05	118799	Finance Charge	7,838.69	7,838.69	
02/28/05	05/29/05	119426	Finance Charge	5,595.19	5,595.19	
04/01/05	06/30/05	120115	Finance Charge	8,530.91	8,530.91	
04/30/05	07/29/05	120769	Finance Charge	2,965.16	2,965.16	
05/31/05	08/29/05	121334	Finance Charge	6,586.84	6,586.84	
Current	Over 0	Over 15	Over 30	Over 60	Over 90	Total
18,082.91		5,595.19	443,170.17	3,327.14	376,520.98	846,696.39

Please detach and return with payment

New England Allergy & Immunology
555 Turnpike Street, Suite 31
North Andover, MA 01845
USA

Amount Enclosed

Remit To:

Health Coalition, Inc.
P.O. Box 60408
Charlotte, NC 28260-0408

Statement Date	Account No.	
06/15/05	THOMJO	
Invoice No.	Balance	X
117460	22,002.97	
117535	5,758.56	
118179	2,765.54	
118375	561.60	
118491	556.48	
118706	159,775.00	
118708	275,000.00	
118799	7,838.69	
119426	5,595.19	
120115	8,530.91	
120769	2,965.16	
121334	6,586.84	

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. TITLE OF CASE (NAME OF FIRST PARTY ON EACH SIDE ONLY) Health Coalition, Inc. v
New England Allergy Asthma Immunology & Primary Care P.C.
2. CATEGORY IN WHICH THE CASE BELONGS BASED UPON THE NUMBERED NATURE OF SUIT CODE LISTED ON THE CIVIL COVER SHEET. (SEE LOCAL RULE 40.1(A)(1)).
- I. 160, 410, 470, R.23, REGARDLESS OF NATURE OF SUIT.
- II. 195, 368, 400, 440, 441-444, 540, 550, 625, 710, 720, 730,
740, 790, 791, 820, 830, 840, 850, 890, 892-894, 895, 950.
- X III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310,
315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371,
380, 385, 450, 891.
- IV. 220, 422, 423, 430, 460, 510, 530, 610, 620, 630, 640, 650, 660,
690, 810, 861-865, 870, 871, 875, 900.
- V. 150, 152, 153.
3. TITLE AND NUMBER, IF ANY, OF RELATED CASES. (SEE LOCAL RULE 40.1(E)).
N/A
4. HAS A PRIOR ACTION BETWEEN THE SAME PARTIES AND BASED ON THE SAME CLAIM EVER BEEN FILED IN THIS COURT? NO
5. DOES THE COMPLAINT IN THIS CASE QUESTION THE CONSTITUTIONALITY OF AN ACT OF CONGRESS AFFECTING THE PUBLIC INTEREST? NO
IF SO, IS THE U.S.A. OR AN OFFICER, AGENT OR EMPLOYEE OF THE U.S. A PARTY? (SEE 28 USC 2403)
6. IS THIS CASE REQUIRED TO BE HEARD AND DETERMINED BY A DISTRICT COURT OF THREE JUDGES PURSUANT TO TITLE 28 USC 2284? NO
7. DO ALL PARTIES IN THIS ACTION RESIDE IN THE CENTRAL SECTION OF THE DISTRICT OF MASSACHUSETTS (WORCESTER COUNTY) - (SEE LOCAL RULE 40.1(C)). YES NO OR IN THE WESTERN SECTION (BERKSHIRE, FRANKLIN, HAMPDEN OR HAMPSHIRE COUNTIES)? - (SEE LOCAL RULE 40.1(D)). YES NO
8. DO ALL OF THE PARTIES RESIDING IN MASSACHUSETTS RESIDE IN THE CENTRAL AND/OR WESTERN SECTIONS OF THE DISTRICT? YES NO (a) IF YES, IN WHICH SECTION DOES THE PLAINTIFF RESIDE?
9. IN WHICH SECTION DO THE ONLY PARTIES RESIDING IN MASSACHUSETTS RESIDE? Eastern
10. IF ANY OF THE PARTIES ARE THE UNITED STATES, COMMONWEALTH OF MASSACHUSETTS, OR ANY GOVERNMENTAL AGENCY OF THE U.S.A. OR THE COMMONWEALTH, DO ALL OTHER PARTIES RESIDE IN THE CENTRAL SECTION OR WESTERN SECTION

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Brian M. Forbes & Stacey L. GormanADDRESS Kirkpatrick & Lockhart Nicholson Graham LLP, 75 State Street, Boston, MA 02109TELEPHONE NO. (617) 261-3100

(Category.frm - 09/92)

05 11816 NMG

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Health Coalition, Inc.

DEFENDANTS

New England Allergy Asthma Immunology & Primary Care P.C. and Thomas F. Johnson, individually

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Miami-Dade
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Essex
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
Brian M. Forbes (617) 261-3100
Stacey L. Gorman
Kirkpatrick & Lockhart Nicholson Graham LLP
75 State Street, Boston, MA 02109

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
Arthur J. McCabe
One Elm Square
Andover, MA 01810

II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | | | | | |
|---|----------------------------|---------------------------------------|---|---------------------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT

(PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input checked="" type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury — Med. Malpractice <input type="checkbox"/> 365 Personal Injury — Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS — Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence HABEAS CORPUS: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify) _____
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

28 U.S.C. Section 1332 - diversity; breach of contract; failure to pay for goods received

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 ☐

DEMAND \$ 846,696.39 CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ YES ☐ NO

VIII. RELATED CASE(S) IF ANY

JUDGE _____

DOCKET NUMBER _____

DATE

September 6, 2005

SIGNATURE OF ATTORNEY OF RECORD

B. M. Forbes

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____